

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

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| 2. NAME OF LICENSEE FED KIDS, INC. | 3. ADDRESS 26 FEDERAL PLAZA NEW YORK, NY 10278 |
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| 4. PROJECT DESIGNATION AND ADDRESS 26 FEDERAL PLAZA, NYC 10278 | 5. MAXIMUM PERIOD COVERED FROM 1/2/2000 TO INDEFINITE |
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6. CONSIDERATION
\$ NONE

7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit _____, attached hereto and made a part hereof.)
SUITES (b) (7)(F) AND (b) (7)(F)

8. PURPOSE OF LICENSE
TO MAINTAIN AND OPERATE A CHILD CARE CENTER

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:
I. SPECIAL CONDITIONS

SEE ATTACHMENT

That condition(s) No.(s) _____ was (were) deleted before the execution of this license.

| GENERAL SERVICES ADMINISTRATION LICENSOR | | LICENSEE | |
|--|-----------------------------|----------|--|
| DATED | 24 th March 2000 | ACCEPTED | 3 rd DAY OF JANUARY 19 2000 |
| THIS | (b) (6) | THIS | (b) (6) |
| TITLE | Acty Dir, PARS, PAS | TITLE | CO-CHAIR |
| TITLE | | TITLE | |

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, **(b) (6)**, certify that I am the **Secretary** Secretary of the corporation named as licensee herein; that **(b) (6)** who signed said license on behalf of the licensee was then **(b) (6)** of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)
(SEAL)

(b) (6)

(Signature)

SPECIAL CONDITIONS TO THE LICENSING AGREEMENT BETWEEN
GSA AND FED KIDS, INC.

1. LICENSE AUTHORITY

This license is granted pursuant to the authority of and subject to the conditions in 40 U.S.C. 490b. The Child Care Provider who provides child care at the site agrees to abide by these Special Conditions.

2. CRIMINAL HISTORY BACKGROUND CHECKS

The Child Care Provider and its employees are subject to the Crime Control Act of 1990 Public Law 101-647 as amended by Public Law 102-190, dated December 5, 1991, and will submit to criminal history background checks. Providers or employees who have a conviction for sex crimes, offenses involving children as victims, or drug felonies will be denied employment or dismissed, except that for a conviction of a crime other than a sex crime or offense involving children the government will review the facts of the individual case before exercising its right to deny or have terminated the employment of that employee.

In addition, the Child Care Provider and its employees are subject to any other checks as may be required by GSA, and any pertinent local regulatory authorities. The child care provider will certify that they have completed appropriate background checks of each new hire to include: reference, employment and educational certification.

3. NATIONAL ACCREDITATION

The child care provider shall begin the National Association for the Education of Young Children (NAEYC) accreditation process within one year of operation and will achieve accreditation within 2 years of operation. The child care provider will maintain accreditation through the renewal process of the National Academy of Early Childhood Programs.

4. TERMS AND CONDITIONS OF OCCUPANCY

The child care center will be operated in accordance with the following terms and conditions:

- a. Maintain and operate a developmental child care program from 7:30 a.m. to 5:30 p.m., Monday through Friday except on Federal holidays. The child care center may be closed one week per year for maintenance.
- b. The center's employees shall comply with all building regulations and special building security arrangements. Building security arrangements may include the display of Government-furnished identification (ID) cards, where required. All Government furnished IDs remain the property of the Government and must be surrendered to the Provider's management by all centers employees leaving the Provider's employ. Such

IDs must then be immediately returned to the Government's designated building security officer.

- c. The Child Care Provider shall not discriminate on the basis of race, religion, color, national origin or disability with respect to enrollment of children or employment of staff.
- d. By signing this agreement the Child Care Provider has acknowledged receipt of and use of equipment and other property as furnished by the government, and shall provide routine care of any government furnished equipment during the term of this license.
- e. The Child Care Provider shall be responsible for any damage to the equipment arising from wrongful acts or acts of negligence of the Child Care Provider.
- f. The Child Care Provider must maintain the facility in a clean and safe manner. General housekeeping is expected so that the center appears clean and well kept at all times. Cleaning responsibilities of the provider include, but are not limited to: cleaning and sanitizing of all toys, toy shelves, children's furniture, kitchen appliances inside and out, kitchen pantries, storage closets including shelves, as well as pet cages and aquariums. Immediate spot cleaning is required during snacks, mealtimes, during and after craft projects, etc. Storage of all bleach/sanitizing solutions will be out of reach of children.
- g. The Child Care Provider must ensure that staff members have had training in the prevention and detection of child abuse, valid first aid certifications in employees' files and demonstrate verifiable staff training in emergency and evacuation procedures, and other training that may be required by State or local licensing authorities. This requirement is in addition to the training requirements per accreditation and state criteria.
- h. The Child Care Provider will ensure that all incidents occurring in the center: criminal incidents or accidents/incidents requiring immediate professional medical attention are immediately reported to the Federal Protective Service. The Child Care Provider will ensure that notification of the incident is provided to the regional child care coordinator as soon as possible but no later than 24 hours after the occurrence.
- i. The child care provider will notify the appropriate local authority in cases of suspected child abuse or neglect per Public Law 104-28. The Federal Protective Service will not be notified in these matters unless the suspected abuse occurred on site, in which case the FPS is notified in addition to the appropriate local authority.
- j. The Child Care Provider will post in a public area of the center its current state or local license to operate a child care center.
- k. The Child Care Provider will comply with all Federal, State or local safety policies, including the smoking policy.

- l. The Child Care Provider will post an emergency evacuation plan for the center. The Child Care Provider will ensure that a fire drill is conducted by the staff at the Child Care Center at least monthly and will keep a record of these drills available to GSA upon request. The Child Care Provider will work with appropriate Government officials to ensure that the center's evacuation plan is appropriately incorporated into the occupant emergency plan (OEP) for the building.
- m. The GSA regional child care coordinator, will on a regular basis, collect demographic data and other pertinent information relating to center operations. The Child Care Provider will respond in a timely and expeditious manner.
- n. The Child Care Provider must demonstrate that it is financially capable of continuing its operations under the terms of its license to use space. The child care provider agrees to provide upon request financial statements, which may include quarterly financial statements and/or an annual audit by an independent reviewer.
- o. The Child Care Provider shall provide all supplies (consumables and manipulatives) such as toys, food and curriculum materials which remain the property of the provider.
- p. The child care provider shall market the program, its quality and availability to Federal employees and others. This can be accomplished through newsletters, posters, building displays, lunch & learns, flyers, e-mail and other marketing techniques.

5. GSA INITIATED REVIEWS

The child care provider shall agree to have GSA initiated program, health and safety assessments accomplished on center operations and shall meet all requirements as a result of these reviews.

6. STATUS OF THE CHILD CARE PROVIDER

The Child Care Provider is not an employee or agent of the Government. Parents with children enrolled at the center shall contract directly with the Child Care Provider. Except for matters explicitly addressed in this license, decisions and responsibilities with respect to program, levels of enrollment, fees, tuition, hiring, policy making, and any and all other aspects of the operation and conduct of the Center's business shall be the exclusive right, prerogative, and responsibility of the Child Care Provider.

7. PRIORITY ENROLLMENT

Per the conditions of 40 U.S.C. 490b Federal employees will be given priority placement for all available spaces and at least 50% of the children enrolled in the center are to be children or dependents of Federal employees. If this requirement is not met a plan must be put into effect to increase Federal enrollment. Remaining enrollment may be open to the general public.

8. INSURANCE

The Child Care Provider shall, at its own expense, provide and maintain during the term of this license, and any extension thereof, comprehensive liability insurance in an amount not less than \$1 million. A copy of the insurance certificate including renewals shall be provided to GSA prior to occupancy of the center or as soon thereafter as possible. An accident insurance policy will be maintained on all students by the Child Care Provider.

9. TUITION ASSISTANCE

A tuition assistance program for families in economic need shall be established through a nonprofit organization. Participation in the Combined Federal Campaign or local United Way campaign should be planned.

10. TERMINATION

GSA or the Child Care Provider may terminate this license after 60 days written notice, or immediately if there is a substantial breach of the conditions of this license.

11. EFFECTIVE DATE AND DURATION

This agreement is effective on the date of the last signature and will continue in effect indefinitely for each party unless and until terminated by either party under the conditions in section 10 of this agreement.

12. MODIFICATIONS

This agreement may be modified at any time by written agreement of the parties.

13. CHANGES IN STATUS

The Child Care Provider agrees to notify GSA immediately of any changes in the manner in which the Center is being operated or in its change of status including the creation of any public private partnerships. This license is nontransferable and may be cancelled if the provider sells its business.